

Counterpart No. 1

*Counterpart No. 1 of this Equipment Schedule is the only Original. All other counterparts are duplicate originals. A security interest in this Equipment Schedule may be created and/or perfected only by possession of Counterpart No. 1. Possession of any other counterpart will not give rise to the creation or perfection of a security interest.*

**EQUIPMENT SCHEDULE NO. 2 dated as of August 1, 2000**

Exhibit A

under

*John Blahnik*

Master Lease dated as of June 30, 2000

**Equipment Schedule Date:**

**LESSEE:**

Delphi Automotive Systems Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

**LESSOR:**

Sentry Financial Corporation  
201 South Main, Suite 1400  
Salt Lake City, Utah 84111

**Address for Notices:** Same as above

**Location of Equipment:** Delco Electronics Division  
1800 East Lincoln Road  
Kokomo, Indiana 46904-9005

RECEIVED

SEP - 1 2000

J. G. BLAHNIK

**Expected Delivery Date:** Installed

**Equipment:**

<u>Qty</u>	<u>Mfr</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial No.</u>	<u>Lessor's Estimated Basis</u>
(1)	Cisco	Catalyst 5500	Switch & related parts		\$39,360.00
(1)	Cisco	Catalyst 2924MXL	Switch & related parts		\$70,980.00
Total					\$110,340.00

**Return of Equipment:** To be advised by Lessor.

**Rent Payment Date:** The first day of each month, in advance, beginning with the Lease Commencement Date.

**Acceptance Date:** The date referred to in Section 2 of Exhibit B, which will not be later than the date of delivery to Lessee of the Equipment.

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**Lease Commencement Date:** The first day of the month immediately following the Acceptance Date.

**Initial Term:** The lease term commences on the Acceptance Date and continues for Thirty-Six (36) months after the Lease Commencement Date.

**Rent:** (a) Rent (payable on each Rent Payment Date): \$3,063.00 per month. Rent is based on Lessor's Estimated Basis in the amount set forth or referenced above. If Lessor's Actual Cost as set forth in the Certificate of Acceptance is different from Lessor's Estimated Basis set forth or referenced herein, or if interest rate levels increase from the date of this Equipment Schedule to the Acceptance Date, Lessor shall adjust the Rent accordingly.

(b) Prorated Rent (payable on the Lease Commencement Date): An amount equal to 1/30th of the Rent multiplied by the number of days elapsed from and including the Acceptance Date to but excluding the Lease Commencement Date. If the first day of any month during the term of this Lease is not a business day, Rent for each month shall be due on the next subsequent business day.

**Special Terms:** Lessee agrees to include applicable use tax with each payment of Rent due hereunder, the amount of which may change one or more times during the Initial Term.

**Master Lease:** This Equipment Schedule No. 2 is issued pursuant to the Master Lease Agreement identified on page 1 hereof. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth herein. By their execution and delivery of this Equipment Schedule, the parties hereby reaffirm all of the terms and conditions of the Master Lease Agreement, except to the extent, if any, modified hereby.

**IN WITNESS WHEREOF,** the parties hereto have executed this Equipment Schedule No. 2 as of the day and year first set forth above.

**LESSOR:**

**SENTRY FINANCIAL CORPORATION,**  
a Utah corporation

By: Jonathan M. Ruga

Name: Jonathan M. Ruga

Title: Chief Executive Officer

**LESSEE:**

**DELPHI AUTOMOTIVE SYSTEMS CORPORATION**  
a Delaware corporation

By: John Blahnik

Name: John Blahnik

Title: Treasurer

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### CERTIFICATE OF ACCEPTANCE

to EQUIPMENT SCHEDULE NO. 2 dated as of August 1, 2000

#### EXHIBIT B

under

MASTER LEASE AGREEMENT dated as of June 30, 2000 between  
Sentry Financial Corporation, a Utah Corporation, as Lessor,  
and Delphi Automotive Systems Corporation, a Delaware corporation, as Lessee.

#### 1. Items of Equipment:

Lessee hereby certifies that the items of Equipment referred to in this Exhibit B (which includes the amount of Lessor's Actual Basis of each such item) have been delivered to the location referred to below, inspected by Lessee, found to be in good order and unconditionally accepted as Leased Items under this Equipment Schedule and the Master Lease, all on the Acceptance Date referred to below, without prejudice, however, to any right or remedy Lessee may have against the manufacturer or supplier thereof. By its execution of this Certificate of Acceptance, Lessee acknowledges and agrees that the lease of the Equipment has begun as of the Acceptance Date set forth below and that Lessee shall not abate, set off, or deduct any amount or damages from or reduce the Basic Rent (or any other amounts due under the Equipment Schedule) for any reason whatsoever including, without limitation, the failure of the Equipment to properly function.

Location of Leased Items: Delphi Automotive Systems  
Information Systems and Services  
1800 East Lincoln Road  
Kokomo, Indiana 46904-9005

2. Acceptance Date: October 15, 2000.

#### 3. Representations by Lessee:

Lessee hereby represents and warrants to Lessor (and all Assignees thereof) that on the Acceptance Date:

- (1) The representations and warranties of Lessee contained in the Master Lease and Equipment Schedule No. 2 are true and correct in all material respects as though made on and as of the Acceptance Date.
- (2) Lessee has satisfied or complied with all requirements set forth in the Master Lease and Equipment Schedule No. 2 on or prior to the Acceptance Date.

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- (3) No Event of Default under the Master Lease, or the Equipment Schedule, has occurred and is continuing on the Acceptance Date.
- (4) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to each Leased Item accepted pursuant hereto as are required to be obtained under the terms of the Master Lease and Equipment Schedule No. 2.

4. Description of Equipment and Lessor's Actual Basis:

<u>Qty</u>	<u>Mftr</u>	<u>Model/Feature/Description</u>	<u>Serial No.</u>	<u>Lessor's Actual Basis</u>
(1)	Cisco	Catalyst 5500	Switch & related parts	\$39,360.00
(1)	Cisco	Catalyst 2924MXL	Switch & related parts	\$70,980.00
Total				\$110,340.00

Difference Between Lessor's Estimated Basis (as set forth in the Equipment Schedule) and Lessor's Actual Basis (as set forth herein): \$0.00 (increase/decrease) in Lessor's Actual Basis.

5. **Rent:** Lessee and Lessor hereby agree that, taking into account any change in Lessor's Basis from that set forth on the Equipment Schedule, the Rent (payable on each Rent Payment Date) shall be \$ 3,063.00 per month.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Acceptance as of the 14th day of August, 2000.

LESSOR:

Sentry Financial Corporation  
a Utah corporation

By: Jonathan M. Ruga  
Name: Jonathan M. Ruga  
Title: Chief Executive Officer

LESSEE:

Delphi Automotive Systems Corporation  
a Delaware corporation

By: John Blahnik  
Name: John Blahnik  
Title: Treasurer

# STIPULATED LOSS VALUE

to EQUIPMENT SCHEDULE # 2 dated as of August 1, 2000

under

MASTER LEASE AGREEMENT dated as of June 30, 2000  
between Sentry Financial Corporation, and  
Delphi Automotive Systems Corporation

Pursuant to Article VII of the Master Lease Agreement, the Stipulated Loss Value payable with respect to any item of Equipment in the above-referenced Equipment Schedule will be the percent of Lessor's Acquisition Cost of such item set forth opposite the Monthly Rental payment number due on the date such Stipulated Loss Value is payable.

Payment of the Stipulated Loss Value will be in addition to the then due Monthly Rental payment for the Equipment.

After Monthly Rent Payment Number	Stipulated Loss Percentage
1	103.00%
2	102.10%
3	100.60%
4	98.90%
5	91.53%
6	89.52%
7	87.50%
8	85.47%
9	83.43%
10	81.38%
11	79.31%
12	77.24%
13	75.15%
14	73.05%
15	70.94%
16	68.81%
17	66.68%
18	64.53%

After Monthly Rent Payment Number	Stipulated Loss Percentage
19	62.37%
20	60.20%
21	58.02%
22	55.82%
23	53.61%
24	51.39%
25	49.16%
26	46.92%
27	44.66%
28	42.40%
29	40.12%
30	37.82%
31	35.52%
32	33.20%
33	30.87%
34	28.53%
35	26.18%
36	23.81%

LESSOR:

SENTRY FINANCIAL CORPORATION,  
CORPORATION  
a Utah corporation

By: Jonathan M. Ruga

Name: Jonathan M. Ruga

Title: Chief Executive Officer

LESSEE:

DELPHI AUTOMOTIVE SYSTEMS

a Delaware corporation

By: John Blahnik

Name: John Blahnik

Title: Treasurer

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SENTRY FINANCIAL CORPORATION  
Telephone (801) 596-9600 Telefax (801) 596-9630

Jonathan M. Ruga

May 10, 2001

Mr. Mark Garcia  
DELPHI AUTOMOTIVE SYSTEMS  
1441 W. Long Lake Road  
Mail Code 480-415-328  
Troy, MI 48098

Mr. Gary Denton  
DELPHI AUTOMOTIVE SYSTEMS  
1916 Sout Elizabeth Road  
Kokomo, IN 46902

Re: Upgrade to Equipment Schedule No. 2 dated August 1, 2000 between  
Sentry Financial Corporation, as lessor, and Delphi Automotive Systems  
Corporation, as lessee

Gentlemen:

As we have discussed, Sentry has ordered and paid for a refurbished Cisco FDDI/WS-X5101 Card. Accordingly, Delphi will increase the lease payment on Schedule 2 from its present level (excluding taxes) of \$3,063.00 to \$3,155.00 (excluding taxes) beginning with the June 1, 2001 payment. Therefore, each of the twenty-nine (29) remaining payments due under Schedule 2 (beginning with the June 1, 2001 payment) will be in the amount of \$3,155.00 (plus applicable taxes).

Rather than execute additional lease documentation for the \$92.00 monthly payment increase, Sentry has agreed to accept Delphi's P.O. as evidence of Delphi's additional lease payment obligation. I will alert Sentry's invoicing department to increase the June, 2001 and subsequent invoices by the \$92.00 plus applicable taxes.

On a related matter, I have enclosed duplicate originals of the Attachment to the Certificate of Acceptance to Schedule 2, which reflects the correct serial numbers and includes the upgrade. Please initial both duplicates, retain one for your files, and return the other to Matthew Patch at Sentry Financial Corporation, Suite 1400, Salt Lake City, UT 84111-2215.

Please call me with any questions or comments. All of us at Sentry appreciate the opportunity to work with you and Delphi.

Sincerely,

  
Jonathan M. Ruga  
Chief Executive Officer

c: Matthew Patch  
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